
Federal Communications Commission

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Champion Cable, LLC)	File Number: EB-06-DV-093
Former Operator of Cable Television System)	NAL/Acct. No.: 200632800002
Community Unit ID: CO0245)	
Physical System ID: 008880)	FRN: 0011333069
Holly, CO)	

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and Champion Cable, LLC.

II. DEFINITIONS

2. For the Purposes of this Consent Decree, the following definitions will apply:
- a. "Act" means the Communications Act of 1934, as amended, 47 U.S.C. Section 151 *et seq.*;
 - b. "Bureau" means the Enforcement Bureau of the Federal Communications Commission;
 - c. "Champion" means Champion Cable, LLC;
 - d. "Commission" or "FCC" means the Federal Communications Commission;
 - e. "Effective Date" means the date on which the Order is released;
 - f. "Enforcement Proceeding" means the investigation of alleged Rule violations by Champion culminating in the Notice of Apparent Liability;
 - g. "Licenses" means all authorizations, permits and licenses issued by the Commission in connection with the operation of the Station;
 - h. "Non-Related Company" means a company or organization in which neither Champion nor its principals, individually or collectively, are an officer, director, partner, member, manager or holder (directly or indirectly) of an ownership interest;

- i. "Notice of Apparent Liability" means *Champion Broadband Colorado, LLC*, NAL/Acct. No. 200632800002 (Enf. Bur., Western Region, Denver Office, rel. September 28, 2006).¹
- j. "Order" means an order of the Bureau adopting this Consent Decree;
- k. "Parties" means the Bureau and Champion;
- l. "Rules" means the Commission's regulations set forth in Title 47 of the Code of Federal Regulations;
- m. "System" means the Holly, Colorado, cable television system formerly operated by Champion Cable, LLC (Physical System ID No. 008880, Community Unit ID No. CO0245).

III. BACKGROUND

3. On March 28, 2006, an agent of the Enforcement Bureau's Denver Office conducted cable television signal leakage measurements of Champion's cable television system serving Holly, Colorado.² The agent identified and measured four leaks on aeronautical frequency 121.2625 MHz. The leaks ranged in signal strength from 385 $\mu\text{V/m}$ to 1,428 $\mu\text{V/m}$. Section 76.605(a)(12) of the Rules limits basic signal leakage in the frequency band from 54 MHz up to and including 216 MHz to 20 $\mu\text{V/m}$ at a distance of 3 meters at any point in the system. Because Champion was operating on aeronautical frequencies, the system also was subject to the requirement in Section 76.611(a)(1) of the Rules that it conduct measurements annually to ensure that the totality of the system's leaks does not exceed a Cumulative Leakage Index ("CLI") value of 64. The agent determined that the calculated value of the CLI for all four leaks combined was 64.8. The agent then contacted Champion's Director of Operations, at 4:45 p.m. MST, March 28, 2006, and informed him that the Holly, Colorado, cable system exceeded the CLI limit. Because of the potential hazard to public safety caused by the leaks, the Denver agent instructed Champion to either cease operations or reduce power on the aeronautical frequencies until the leaks could be repaired. Champion stated that a repair technician would be dispatched on March 29, 2006, from Eads, Colorado. Eads is approximately 63 miles from Holly, Colorado.

4. On March 29, 2006, the Denver agent again made measurements at the same four locations where cable signal leaks were discovered the day before. The agent identified and measured four leaks on aeronautical frequency 121.2625 MHz. On this day, the leaks ranged in signal strength from 330 $\mu\text{V/m}$ to 1,878 $\mu\text{V/m}$. The agent determined that the calculated value of the CLI for all four leaks combined was 67.2. Later that day, Champion shut down all aeronautical channels on its Holly, Colorado system. The Denver Office then sent a written Order to Cease Operations ("Shut-Down Order") to Champion's corporate headquarters, via fax and regular mail. The Shut-Down Order required Champion to suspend operation of the entire

¹ In the Notice of Apparent Liability, the Denver Office inadvertently listed Champion Broadband Colorado, LLC, a related company, as the owner of the Holly, Colorado, cable system. The correct name of the system's owner, Champion Cable, LLC, and its FCC Registration Number (FRN) are listed in the caption of this *Order* and *Consent Decree*.

² Champion sold the Holly, Colorado, system to NexHorizon of Colorado, Inc., effective February 1, 2007.

cable plant in the “critical bands” (108 – 137 MHz and 225 – 400 MHz) in order to eliminate potentially hazardous interference to air navigation and other authorized safety services. After Champion made repairs to the system, the Denver agent re-inspected the system, on March 29, 2006, and found the cable system in compliance with the CLI.

5. On September 28, 2006, the Denver Office issued the Notice of Apparent Liability in the amount of \$8,000 to Champion, finding that Champion apparently willfully and repeatedly violated Section 76.605(a)(12) of the Rules by operating its cable system in violation of cable signal leakage standards.

IV. AGREEMENT

6. Champion agrees that the Bureau, by delegated authority of the Commission, has jurisdiction over the matters contained in this Consent Decree, and the authority to enter into and adopt this Consent Decree.

7. Champion and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. Champion represents and warrants that its signatory is duly authorized to enter into this Consent Decree on its behalf.

8. The Parties agree that this Consent Decree will become effective on the Effective Date. Upon the Effective Date, the Order and the Consent Decree will have the same force and effect as any other order of the Bureau and any violation of the terms of this Consent Decree will constitute a separate violation of a Bureau order, entitling the Bureau to subject Champion to enforcement action for such violation.

9. Champion and the Bureau agree that this Consent Decree does not constitute an adjudication of the merits, or any finding on the facts or law regarding any violations committed by Champion arising out of the Enforcement Proceeding, and that it is not to be construed as an admission of any violation by Champion.

10. Champion agrees that it will make a voluntary contribution to the United States Treasury in the amount of one thousand dollars (\$1000.00). The payment will be made within thirty (30) days after the Effective Date of the Order. The payment must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN Number referenced in the caption to the Order. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code).

11. As further conditions to this agreement, Champion also agrees that:

- a. Within thirty (30) days of the Effective Date of the Order, Champion will implement a CLI Compliance Plan to ensure that no further violation of the Commission’s CLI Rules will occur. The Compliance Plan will include

training for all relevant employees of Champion concerning monitoring cable signal leakage for all Champion systems.

- b. Within thirty (30) days of the Effective Date of the Order, Champion will forward a copy of its current FCC Form 320 filing for each of its cable systems to the appropriate Commission Field Office, and will forward a copy of its annual FCC Form 320 filing for each of its systems to the appropriate Commission Field Office each year, for the next two years.
- c. Within thirty (30) days of the Effective Date of the Order, Champion will forward a copy of its current FCC Form 321 filing for each of its cable systems to the appropriate Commission Field Office, and will forward a copy of any FCC Form 321 filed for each of its systems to the appropriate Commission Field Office for the next two years.

12. Champion and the Bureau acknowledge and agree that this Consent Decree shall constitute a final settlement between them.

13. As part of the Order, the Bureau shall terminate the Enforcement Proceeding. From and after the Effective Date, the Bureau shall not, either on its own motion or in response to third-party objection, initiate any inquiries, investigations, forfeiture proceedings, hearings, or other sanctions or actions against Champion, based in whole or in part on the Enforcement Proceeding. The Bureau agrees that, in the absence of material new evidence, it will not, on its own motion, initiate or recommend to the Commission, any new proceeding, formal or informal, regarding the matters discussed in paragraphs 3, 4, and 5, above. Nothing in this Consent Decree shall prevent the Bureau from instituting, or recommending to the Commission, new investigations or enforcement proceedings against Champion, in the event of any alleged future misconduct for violation of this Consent Decree or for violation of the Act or the Commission's Rules, consistent with the provisions of this Consent Decree.

14. In express reliance upon the covenants and representations contained herein, the Bureau agrees to terminate the Enforcement Proceeding at such time as both parties sign this Consent Decree.

15. Champion waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order adopting this Consent Decree, provided the Order adopts the Consent Decree without modification.

16. In the event that the Commission or its delegated authority find that Champion violates Section 76.605(a)(12) of the Rules such that the CLI exceeds 64, pursuant to Section 76.611(a)(1) of the Rules, subsequent to the release of this Consent Decree and Order, Champion agrees that the Commission or its delegated authority may consider the violations documented in the Enforcement Proceeding when determining an appropriate sanction.

17. Champion and the Bureau agree that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided the Order adopts the Consent Decree without modification.

18. This Consent Decree will be binding on Champion transferees, successors and assigns, provided that in the event of an assignment or transfer of the Licenses to a Non-Related Company, only the obligations of Paragraph 10 will be binding on the assignee or transferee.

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19. Champion and the Bureau agree that, in the event any court of competent jurisdiction renders this Consent Decree invalid, the Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

20. Champion and the Bureau agree that, if the Commission, or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Order adopting this Consent Decree, neither Champion nor the Commission will contest the validity of the Consent Decree or Order, and Champion will waive any statutory right to a trial *de novo* with respect to the matter upon which the Order is based, and shall consent to a judgment incorporating the terms of this Consent Decree.

21. Champion agrees to waive any claims it may otherwise have related to this matter under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. §§ 1.1501 *et seq.*

22. Any provision of this Consent Decree affected by or inconsistent with any subsequent rule or order adopted by the Commission will be superseded by such Commission rule or order.

23. Champion and the Bureau agree that the terms and conditions of this Consent Decree shall remain in effect for a period of twenty-four (24) months, which shall begin on the release date of the Order.

24. This Consent Decree may be signed in counterparts.

FEDERAL COMMUNICATIONS COMMISSION

By: _____
George R. Dillon, Associate Chief
Enforcement Bureau

Date: _____

CHAMPION CABLE, LLC

By: _____
Dave Haverkate, President & COO

Date: _____